Dear [●name]

UCLA Library’s Documenting Global Voices (DGV): [●Pilot] Project Award Reference no.: [●number] [●title]

The UCLA Library (we, us) is pleased to confirm that [●name of research project host institution] (you) [has][have] been selected to receive a grant as part of the Documenting Global Voices (the Program). The Program is supported by the Arcadia Fund (Arcadia).

The grant funds of up to $[●amount in numbers] ($[●amount in words] pounds sterling, the Grant) are to be applied in delivering the project entitled [●title], full details of which are set out in your submission for the Program dated [●date], a copy of which is at Schedule 1 (the Project).

The terms and conditions set out in this document, including its schedules, govern your use of the Grant for the delivery of the Project and constitute a legally binding contract between us (the Grant Agreement) which you agree to by accepting the Grant. This Grant Agreement supersedes and replaces any prior written or oral agreements, representations or understandings between us relating to the Project.

1. General

1.1 These Grant award conditions should be read together with our Guidelines for Applicants.

1.2 You are responsible for all financial conduct and administration of the Grant and the Project and will provide facilities for the Project and meet any other expenses you incur which do not form part of our contribution to the Project.

2. Purpose of the Grant

2.1 You will use the Grant only for the delivery of the Project in accordance with this Grant Agreement.

2.2 You must deliver the Project:

2.2.1 With due care and diligence, in a professional and ethical manner, to highest standards of research integrity, methodology and quality, and acting at all times in good faith;

2.2.2 in compliance with the terms of this Grant Agreement and any agreed milestones, timelines or deadlines; and
2.2.3 in compliance with all applicable laws and regulations.

3. The Grant

3.1 The total amount of the Grant is normally fixed for the duration of the Project.

3.2 Where you intend to accept additional funding from a third party for the Project, you must notify us in advance of your intention to do so and, where such funding is obtained, you must provide us with details of the amount and purpose of that funding. You agree and accept that you will not apply for duplicate funding in respect of any part of the Project or any related costs that we are funding in full.

4. Timings

4.1 You must:

4.1.1 make every effort to start the Project on or around the agreed upon Start Date.

4.1.2 inform us as soon as possible if you are unable to do so for reasons outside your control so that we can agree a new Start Date with you; and

4.1.3 provide us with written confirmation of the actual Start Date within one calendar month.

4.2 You must:

4.2.1 make every effort to conclude the Project by the agreed upon End Date; and

4.2.2 inform us as early as possible of any likely delays to delivery of the Project, in which circumstances we may agree a new End Date with you.

4.3 The Grant must be expended between the Start Date and the End Date. Any costs incurred outside this time period may not be met from the Grant.

5. Payment of the Grant

5.1 The Grant will be paid to you in accordance with the payment schedule as agreed upon. The first payment is made in advance; subsequent payments are subject to progress, receipt and approval of reports, images and metadata in accordance with Clause 12, and the availability of funds from Arcadia.

5.2 We will keep back 20% of the Grant until we have approved your final report, statement of expenditure, and project outcomes at the end of the Project.

5.3 We will make all payments in US dollars by electronic bank transfer. If you wish to change the account to which the Grant is paid, you must notify us of this in a Change Request (see Clause 12) providing full details of the new account. "Any proposed payments or exports of equipment to individuals or institutions outside of the subgrantee’s institution or country should be fully described."
All such transfers must be undertaken in full compliance with US and any other applicable export control laws."

5.4 While we will endeavor to pay the Grant in accordance with the agreed upon budget and schedule, the Grant or any part of it will only be paid to the extent that we have available funds. We will not be liable for any losses or costs (including but not limited to bank charges) if for any reason we do not make a payment or payments of any portion of the Grant on the date(s) agreed with you (or if we do not make a payment at all).

5.5 The Grant represents the maximum amount of funds that may be provided to you and is inclusive of any value added or other tax. We do not normally consider requests for an increase in the Grant, including in the event of:

5.5.1 any value added or other tax being payable by us or you as a result of the Grant, which taxes shall be met in full by you;

5.5.2 any overspend in your delivery of the Project; or

5.5.3 exchange-rate fluctuations which reduce the value of the Grant.

5.6 If any of the circumstances in Clause 5.5 arise such that the delivery of the Project is likely to be affected, you must report this to us in an Exception Report in line with Clauses 6.1 and 12.

5.7 Should any part of the Grant remain unspent upon completion of the Project for any reason, you undertake to return the unspent monies to us as soon as possible and in any event within three months of the End Date (or sooner if it ends close to the UCLA end date). In addition, we reserve the right to deduct any underspend which is recorded in any Report, or any part of the Grant which is not recorded as having been spent on the Project, from any outstanding payment of the Grant.

6. Changes to the Project

6.1 We understand that you may encounter circumstances that require you significantly to modify elements of the Project. You must report such circumstances in an Exception Report in line with Clause 12. Any significant changes require our prior written approval. Where changes are made without our prior written agreement, we will withhold or reclaim any funds that have not been used for the approved purpose.

6.2 You must obtain our prior written approval (using a Change Request form) no later than three months before the transfer if you wish to transfer the Grant to another institution. We will only permit transfers to a different institution with the prior written agreement of the Principal Applicant. Depending on the new institution, a new agreement may be issued instead of transfer. We may impose additional conditions as part of the approval process, including specifying the timeline within which any transfer must take place.

6.3 You must obtain our prior written approval, using a Change Request form no later than three months before the End Date if you wish to extend the time period for delivery of the Project. Such extensions, without additional funding, are only granted in exceptional circumstances.
7. Accounting for the Grant

7.1 All grant funds must be held in a separate bank and / or bookkeeping account so that at all times the use made of the Grant and compliance with this Grant Agreement can be monitored. The Grant shall be shown in your accounts as a restricted fund and shall not be included under general funds or included with any other funds, including other restricted funds.

7.2 You will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received from us.

7.3 We encourage you to hold the Grant in an interest-bearing account whenever feasible. Any interest earned on the Grant must be reported to us and either applied to the Project or returned to us.

7.4 Any part of the Grant that has been paid over to you but which has not yet been applied for the purposes of the Project shall be held, pending its application, for the purposes of the Project and subject thereto in trust for us absolutely.

8. Budget variations

8.1 The Project is to be managed and accounted for in accordance with the approved budget.

8.2 You may transfer up to $1,000 in each calendar year between most of the open grant budget headings without our prior approval.

8.3 The following transfers must be approved by us in writing by filing a Change Request form before you make the transfer:

8.3.1 Transfers of more than $1,000 per budget heading in each calendar year; and/or

8.3.2 Transfers into or out of salary budget headings, which will be permitted only in exceptional circumstances.

8.3.3 Transfer of any amount into any closed budget heading.

8.4 Details of all transfers, the reasons for the change and the overall impact on the Project must be included in your Reports.

9. Project team appointments

9.1 You will inform us of any changes to the members of the project team, including salary details where relevant, in accordance with Clause 12. Any appointments which you make are made at your own risk and no person engaged or employed by you shall be an employee or contractor of us nor enjoy any contractual relationship with us by virtue of this Grant Agreement.

10. Equipment

10.1 You may use the Grant to purchase equipment previously agreed upon. Where possible you must ensure that the procurement of any such equipment:
10.1.1 Meets best practice, is untied and free of self-interest, uses transparent processes, fair and open competition, and good contract management, including prevention of malpractice;

10.1.2 Is sourced from suppliers who clearly offer value for money, and follow fair and acceptable workplace practices; and

10.1.3 Complies with applicable financial policies and procedures.

10.2 If you wish to buy other equipment, you may only do so by transferring funds between budgets in compliance with Clause 8 or through the Change Request process.

10.3 You must not allow project equipment paid for with award funding to be used for any non-Project activity or by anyone not working on the Project, until after the Project ends.

10.4 Project equipment paid for out of the Grant will belong to you from the date of purchase.

10.5 Where:

10.5.1 The Project is not based at a host institution, you must transfer ownership of all Project equipment purchased with the Grant to the Local Archival Partner identified at the end of the Project.

10.6 You must notify us of all transfers of ownership in your final Project Report.

10.7 You may not buy equipment for the Project (other than that which has already been budgeted for) in the final six months of the Project without our prior written approval following a Change Request.

10.8 If you wish to transfer ownership of Project equipment during the lifetime of the Project, you must apply to us for our prior written approval by filing a Change Request.

11. Record keeping and inspection

11.1 Full, accurate, and clear records of receipts, invoices and expenditures under the Grant, as well as copies of reports submitted to us in accordance with this Grant Agreement, should be kept for at least six (6) calendar years following completion of the Project.

11.2 You will make these records available to us or our duly appointed agents on reasonable notice (which may be immediate if we have significant concerns about the management of the Project or spend) and at your expense.

11.3 If you are an institution:

11.3.1 Your audited or independently examined annual accounts must be made available to us as soon as they have been approved and in any event within ten months of the end of the relevant
financial year. If you are not audited or examined as a matter of course, you must have the Project accounts examined by a recognized auditor or independent examiner at our request;

11.3.2 You must make your other financial books and records available to us for inspection at reasonable times and (at your cost) you must provide reasonable co-operation and assistance with any audit, inspection or investigation conducted by or on behalf of us;

11.3.3 And you cease to exist within the six (6) year period specified at Clause 11.1, you will notify us and we will have the right to request a copy of any books and records relevant to the Grant.

12. Reporting

12.1 You will closely monitor the delivery and success of the Project to ensure that the aims and objectives of the Project are being met in accordance with the terms of this Grant Agreement.

12.2 You must submit the following reports (Reports):

12.2.1 Interim Reports: a concise progress report, together with a statement of actual expenditure against proposed expenditure, interest earned and advanced funds, as well as an update on progress on digitization and metadata creation must be submitted. All financial reporting on the Grant must be in USD. All financial variations from the budget should be explained clearly and the overall impact on the Project considered. All reports shall include current and cumulative costs.

12.2.2 Change Request: If you wish or are required under this Grant Agreement to seek our prior written consent to make a change to the Project, you must do this by filing a Change Request.

12.2.3 Exception Reports: You must report any significant Project changes which occur between your interim reports in an Exception Report, which must be filed as soon as the need is identified. An Exception Report may also result in the need for a Change Request. An Exception Report must also be filed in the event that you receive notice of any legal claim, intention to take legal action or any other matter which may significantly impact the Project.

12.2.4 Final Report: You must submit this no later than three months after the End Date (or sooner if it ends close to the UCLA end date).

12.3 Statements of income and expenditure should be prepared from books and records maintained on a cash basis (i.e. recording when funds are actually received or expended).

12.4 Unless otherwise agreed, all reports should use the current Report form available on the DGV website. http://www.library.ucla.edu/documenting-global-voices

13. Oversight

13.1 We may monitor and conduct an evaluation of the use of the Grant, which may include visits from our personnel to your premises (or such other location where the Grant is being expended),
observing your operations, discussing the Project with you or your personnel, and reviewing financial and other records and materials relevant to the Project and your governance procedures.

13.2 You agree to permit any person authorized by us reasonable access to your employees, agents, premises, facilities and records for the purpose of discussing, monitoring and evaluating the Project.

14. Funding acknowledgement

14.1 You must acknowledge both Arcadia Fund and UCLA Library funding in all publications, conference presentations and public statements including all online publications, blogs and vlogs and all other social media and online media posts, publications and publicity using the acknowledgment statement which we will communicate to you.

14.2 You must provide us with the full citation (and where possible a copy of the work) of any publication that includes the funding acknowledgment referred to in Clause 14.1.

14.3 Other than under Clause 14.1, you must not state or imply that the UCLA Library or Arcadia funds or endorses your activities. You shall not use UCLA’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of a UCLA authorized, except as shown in 14.1 and that you may use factual information regarding the existence and purpose of the relationship that is the subject of this grant for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from UCLA. In any such statement, the relationship of the parties shall be accurately and appropriately described.

14.4 You must immediately withdraw any public statement, press release or other statement which refers to us or Arcadia if we ask you to.

15. In general, online social media conducted by and about the project is encouraged. Institutional engagement with the Press needs our approval.

15.1 All press releases must be approved in advance by us.

15.2 We may publish edited extracts and publicity images from your project proposal or other project outputs in our Documenting Global Voices webpages and use them to promote the Program in general.

15.3 If you accept additional funding from a third party for the Project, you will not grant any rights in relation to acknowledgement or publicity to such third party without first consulting with us and obtaining our prior written consent to the form and content of such acknowledgement or publicity, which consent shall not be unreasonably withheld or denied.

16. Depositing outcomes and publication

16.1 You must deposit all Project outcomes both with us and components with the Archival Partner(s).
16.2 You must follow our metadata guidelines to ensure the material is being copied and listed to our required standards.

16.3 Within the first three months of the Grant, or as soon as digitization has begun (whichever is sooner), you must submit digital and metadata samples to us, so that we can check that you are complying with Clause 16.2.

17. Intellectual property rights

17.1 One of our aims is to promote open access to information. For this reason, you agree to make all materials resulting from the Grant publicly available for free via the internet (Open Access). This includes all materials digitized (text, images, audio, video, etc) over the course of the Project. You will comply with our instructions and technical standards to ensure Open Access. In relation to copyright materials, if you are the creator and copyright owner, you must agree to/or in-copyright materials to be published under CC attribution, non-commercial license.

4.0 License, in line with the guidance provided by us. We will only accept reasonable restrictions on the use of copies made under the Project. Subject to any agreed restrictions, we will make material provided by you publicly available on our websites.

17.2 Except where we agree otherwise, papers and books produced and/or published with funding from the Grant must be made available for free, (i) via the internet, (ii) via local institutional repositories such as the Local Archival Partner or Host Institution or (iii) with us.

17.3 You agree to us preserving all digital materials resulting from the Grant and to keeping them permanently available on the internet.

17.4 You are responsible for clearing all third party intellectual property rights and related rights (e.g. copyright laws, database rights, performance rights) with copyright owners both individual and collective before publication. It is your responsibility to ensure as far as is reasonably possible that your use of materials for the project does not infringe any third party rights or break any local or national laws. Copies of use permissions granted by third party rights holders must be scanned and sent to us before publication and a summary of all third party rights must be included in your Interim and Final Report.

17.5 It is your responsibility to provide us with up-to-date contact details even after the Project has ended. If you fail to do this, we will be unable to contact you and may in our sole discretion distribute images created as part of the Project for purposes that we deem appropriate.

18. Commercial exploitation
You must obtain our prior written consent before undertaking or entering into any agreement with a third party in respect of the development, exploitation or commercialization of any content collections, archives, or material included in the grant which has been wholly or partially funded by the Grant (Project IP). As a condition of our consent we may require you to enter into a revenue and equity sharing agreement in respect of the proposed use of Project IP.

19. Contacts and notices
19.1 Any notice you give to us in connection with this Grant Agreement must be emailed to the Grants Administrator at: dgv@library.ucla.edu with a return receipt request where possible.

19.2 We will email any notice we give to you in connection with these conditions (or any other address for formal service of notices which you inform us of).

19.3 We may each treat any notice which we serve in this way as being given on the date on which the email was sent.

20. Suspension and termination

20.1 We reserve the right, in our sole discretion, to discontinue funding if we are not satisfied with the progress of the Project or the content of any Report provided to us in accordance with this Grant Agreement.

20.2 We will be entitled to suspend or terminate the Project and require immediate repayment of all or part of the Grant if:

20.2.1 In our reasonable opinion there is a serious failure on your part to administer and deliver the Project and you do not address, or are unable to address, that failure to our reasonable satisfaction within the time period for rectification which we notify to you;

20.2.2 You are unable to use the Grant for the Project for any reason or we have reasonable grounds for believing that the Project will not be completed within a reasonable time (or at all);

20.2.3 You act in a way which in our reasonable opinion has the potential to damage materially our reputation or goodwill, including without limitation if you make any statement or do anything which is derogatory or denigrating to the UCLA Library or Arcadia;

20.2.4 We have reasonable grounds to believe that you or any other person or organization acting for you failed to disclose information relevant to the making of the Grant or gave us any significantly misleading, dishonest or inaccurate information, whether deliberately or accidentally, during the application process, or during the course of the Project or that you have misused the Grant and/or are responsible for any fraud or theft in relation to it;

20.2.5 You or members of your governing body, employees or volunteers become subject to an investigation or formal inquiry by the Police; or if you and/or your principals, including Principal Investigator are debarred or suspended from participation in any transaction by any U.S. Federal Department or Agency;

20.2.6 In the case of an institution – we reasonably consider that there are serious concerns regarding your governance which may adversely affect the Project and/or damage materially our reputation or goodwill;

20.2.7 In the case an institution becomes insolvent and the Project has not been completed;
20.2.8 In the case an institution becomes subject to a change of control or make material changes to your purposes, structure or ownership during the Project or within a reasonable period after its completion, so as to prejudice the successful outcome of the Project;

20.2.9 In the case an institution becomes legally ineligible to hold the Grant;

20.2.10 You apply for duplicate funding in respect of any part of the Project or any related administration costs that we are funding in full;

20.2.11 You fail to comply with any of the other terms and conditions of this Grant Agreement.

20.2.12 In the event arcadia for any reason terminates its award to UCLA, then grant may be terminated by UCLA at any time by written notice to you.

20.3 We may in addition suspend the Project if you fail to submit a Report on time, or submit a Report which does not include the information specified in section 17 and any other information specified in the Guidelines or which indicates that you have deviated from approved Project objectives or delayed delivery of Project objectives without our prior written approval.

20.4 If we suspend the Project, we may:

20.4.1 Continue our suspension for as long as we reasonably require in order to investigate our concerns; and

20.4.2 Impose additional conditions and require you to carry out remedial actions before we recommence payment of the Grant.

20.5 We accept no liability for any consequences, whether direct or indirect, of a suspension even if the investigation finds no cause for concern.

20.6 If we terminate the Project, we may at our sole discretion agree to cover winding down costs for the Project and any unavoidable expenditure commitments. If requested by us, you must promptly (and acting reasonably and in good faith at all times) co-operate with and assist us and any third party to facilitate the seamless and uninterrupted transfer of the delivery of Project to a third party or to us.

20.7 The termination grounds set out in this clause are cumulative and without prejudice to any rights that we have accrued under this Grant Agreement or any of the rights and remedies in this Grant Agreement.

20.8 Provisions of this Grant Agreement which are either expressed to survive its termination or, from their nature or context, are apparently intended to survive such termination shall remain in full force and effect notwithstanding termination.

21. Liability
21.1 We accept no liability for any consequences, whether direct or indirect, that may come about from you running the Project, the use of the Grant or from withdrawal of the Grant and our liability under this Grant Agreement is strictly limited to the payment of the Grant.

21.2 In particular, we do not accept liability for:

21.2.1 any financial or other commitments which you make before the Grant is made;

21.2.2 any expenditure which exceed the amount of the Grant;

21.2.3 employment costs associated with the Project.

21.3 You agree to indemnify and hold harmless us, our employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of your actions and/or omissions in relation to the Project, your non-fulfillment of obligations under this Grant Agreement or your obligations to third parties.

22. Insurance

You shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred in connection with the Project, arising out of your performance of this Grant Agreement, including death or personal injury, loss of or damage to property or any other loss.

23. Confidentiality

23.1 In the event we make available to you confidential information relating to our business, staff, customers, financial matters, technical or other matters in the course of the activities contemplated by this Grant Agreement, then you shall maintain the confidentiality of such information and not disclose it to any third party nor use such information for any purpose except as expressly permitted by this Grant Agreement.

23.2 The obligations in Clause 23.1 shall not apply to data or information which you can clearly demonstrate:

23.2.1 was known to you prior to disclosure by us or is independently developed or conceived by you;

23.2.2 was in or enters the public domain without misconduct or negligence on your part;

23.2.3 was made available to you by an unconnected third party with the lawful right to make such a disclosure; or

23.2.4 is required to be disclosed by law.

23.3 The provisions of Clause 23.1 shall survive for a period of five (5) years from the date of termination of this Grant Agreement.
24. Data Protection

24.1 You undertake to us that you shall comply with (and provide reasonable assistance to us to enable us to comply with) the duties and obligations imposed by all applicable legislation (whether primary or secondary), law, regulations and codes of practice relating to data protection and privacy.

You shall not knowingly do or omit to do anything which would result in a breach by us of any applicable Data Protection Legislation.

24.2 If we provide you with any personal data (Personal Data), you shall:

24.2.1 comply with all of our instructions from time to time relating to the processing or use of the Personal Data;

24.2.2 take appropriate technical and organizational measures against the unauthorized or unlawful processing of the Personal Data or accidental loss or theft or destruction of, or damage to, the Personal Data;

24.2.3 promptly comply with any request from us requiring you to amend, transfer or delete the Personal Data;

24.2.4 take all reasonable steps to ensure that Personal Data which are collected by you and/or provided to us are accurate and up-to-date.

24.3 Where you provide us with Personal Data relating to others (for example, those involved in the Project), we understand that you are authorized to provide that information to us, and that you have provided our and/or your Privacy Notice to them as appropriate.

24.4 If you receive any complaint, notice or communication which relates directly or indirectly to your use of Personal Data, you shall immediately notify us and shall at your own expense provide us with full cooperation and assistance in relation to any such complaint, notice or communication.

24.5 You shall ensure that access to any Personal Data is limited to those individuals who need access to the Personal Data to deliver the Project.

24.6 You shall not disclose the Personal Data to any third party other than at the request of us or as provided for in this Grant Agreement.


25.1 You acknowledge that we are subject to the requirements of the USA’s Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIRs). This means that we may be required by law to disclose information you have provided to us (including confidential information) and other information about the Project under UK law, subject to the exceptions and exemptions set out in the California Public Records Act. We may need to do this without consulting you and without your consent. We shall have no liability to you in relation to any such disclosure.
25.2 You shall:

25.2.1 provide all necessary assistance and cooperation as reasonably requested by us to enable us to comply with its obligations under the California Public Records Act; and

25.2.2 not respond directly to any request for information unless authorized in writing to do so by us.

25.3 We will take reasonable steps to notify you of any request for information which relates to you or the Project to the extent that it is permissible and reasonably practical for us to do so but we will be responsible for determining in our absolute discretion whether any information is exempt from disclosure in accordance with the California Public Records Act.

26. Bribery and corruption

26.1 You must not, in connection with this Grant Agreement or the Grant or the Project, offer, promise or give anything of value to any government official or to any person for the purpose of obtaining or retaining business or receiving favorable treatment.

26.2 You must comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption.

26.3 You must promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Grant Agreement or the Project.

27. Equality Legislation

27.1 You must not, whether as an employer or provider of services and/or goods, discriminate against anyone on the basis of their age; being or becoming a transsexual person; being married or in a civil partnership; being pregnant or on maternity leave; disability; race (including color, nationality, ethnic or national origin); religion, belief or lack of religion/belief; sex; or sexual orientation. This means that you must not treat people with these characteristics:

27.1.1 less favorably than others;

27.1.2 in a way which puts them at an unfair advantage by putting rules or arrangements in place that apply to everyone, but that put someone with one of these characteristics at an unfair disadvantage;

27.1.3 in a way which violates their dignity or creates an offensive environment for them; or

27.1.4 unfairly because they have complained about discrimination or harassment.

27.2 You must in delivering the Project comply with local regulations and policies relating to equality and diversity.

28. Human Rights
28.1 In this Clause 29, Human Rights means internationally recognized human rights understood, at a minimum, as those expressed in the International Bill of Human Rights.

28.2 In delivery of the Project you must:

28.2.1 comply with all Human Rights laws, statutes, regulations and codes from time to time in force; and

28.2.2 respect Human Rights, meaning that you must avoid infringing on the rights of others and address adverse Human Rights impacts with which you are involved.

29. General

29.1 If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

29.2 We may vary the terms of this Grant Agreement from time to time and at our sole discretion by notice to you.

29.3 You must not assign, delegate, sub-contract, charge, mortgage or otherwise transfer any or all of your rights and obligations under this Grant Agreement without our prior written consent.

29.4 This Grant Agreement shall not create any partnership or joint venture between you and us, nor any relationship of principal and agent, nor authorise either of us to make or enter (or to represent that we have authority to) into any commitments for or on behalf of the other.

29.5 If any provision or part-provision of this Grant Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Grant Agreement.

29.6 This Grant Agreement shall be governed by and construed in accordance with the U.S. law and you and we irrevocably submit to the exclusive jurisdiction of the U.S. courts. If this Grant Agreement reflects your understanding of the terms on which the Grant is provided, you should indicate your agreement to such terms by having the enclosed copy of this Grant Agreement countersigned by an appropriate officer and returned to us.